

De Resolutie.

A P P E N D I X

TO THE

Respondent's Printed CASE.

The Preparatory Examinations.

err.
Everts
the
amin'd
1758. **H**E was born at *Amsterdam*, and has always resided there, (except when at Sea) is a Subject to the States of *Holland*, and a Burgher of *Amsterdam* by Birth, and was admitted so about twelve Months since.

He was present when the Ship *Resolution* and her Cargo (concerning which he is examined) was taken as Prize, and that she had no Commission for War.

That on or about the 11th Day of *April* Instant, in Latitude 44 Degrees and some Minutes, the said Ship *Resolution* was seized as Prize by an *English* Privateer called the *Defiance*, commanded by *Richard Thomas*, as he was informed by the Officers of the said Privateer; that the Pretence for such Capture, as alledged by the Privateer's People, was that *Examinant* was on an unlawful or contraband Trade; that the said Ship *Resolution*, with the Cargo on board, on being so seized, was brought into *Bristol*; that she sailed under the Colours of the States of *Holland*, when she was seized as aforesaid, and made no Resistance.

He was Master of the said Ship *Resolution*; that he was so appointed by *Gerret Beckeringh* and his Partners, Owners of the said Ship, who gave him the Possession thereof at *Amsterdam* aforesaid in *October* last; that the said *Beckeringh* and the others, Owners of the said Ship, live at *Amsterdam*; that *Examinant* is a married Man, and his Wife and Children live at *Amsterdam*.

That the said Ship or Vessel, touching which he is examined, measures one hundred and thirty-two Lafts, or two hundred and sixty-four Tons, or thereabouts; that there were twenty-nine Mariners on board her, this *Examinant* and his Officers included, when she was taken, who are of different Countries and States; saith, that twenty-seven of them were hired by *Examinant* at *Amsterdam*, and there they went on board the said Ship in *October* and *November* last; that the other two, one of them his Clerk, and the other a common Seaman, *Examinant* hired and shipped at *Bordeaux* the latter End of *February* or Beginning of *March* last.

He had no Share or Interest in the said Ship the *Resolution*, or her Cargo, and he does not know that any of his Officers had any Share or Interest; that he was Master of the said Ship, as before deposed; that he first saw her at *Amsterdam* in *October* last, and has known her only from that Time, and has heard she was built in *Bremen*; that she has been called by her present Name ever since he knew her, and never heard she was called otherwise; that she had a Passport or Sea-Brief on board, when taken, from the States of *Holland*; and saith, the said Ship's Voyage began at and from *Amsterdam*, from whence she sailed in *December* last, bound to *Bordeaux* in *France*, and arrived there in *February* last, and sailed from thence the Beginning of the present Month of *April*, bound to *Curacoa*, a *Dutch* Settlement in the *West-Indies*, and was to return from thence back to *Amsterdam*, where the said Voyage was to end; saith, she sailed from *Amsterdam* in her Ballast to *Bordeaux*, where she took in her present Lading in *February* and *March*, which consists of about twelve hundred Barrels of Flour, three hundred Hogsheads of Wine, several Bales of Linen, Chests and Boxes of Soap, Casks of Nails, a Parcel of Wooden Hoops, Earthen-Ware, and other Goods, for the Particulars whereof he refers to his Bill of Lading, which contains the Particulars of all the Cargo on board; and saith, that the said Cargo was to have been delivered at *Curacoa* aforesaid,

aforesaid, to *John Rudolph Faesch*, to whom the Cargo was consigned, and there he was to lade his said Ship with such Goods as the said *Faesch* should think proper to ship on board her.

9 & 10. That the said *Gerret Beckeringh* was a Part-Owner of the said Ship, touching which he is examined, and refers to his said Ship's Register for the other Owners, whose Names he does not remember; says, the said *Beckeringh*, and the other Owners of the said Ship, are all Natives and Subjects to the States of *Holland*, and believes they all reside at *Amsterdam* with their Families; but this Examinant knows of no Bill of Sale made to them of the said Ship.

11 & 12. That all the Lading on board his said Ship was put on board her at *Bordeaux*, as before deposed; and saith, that Mess. *Harmensen* and Son were the Laders or Shippers of the said Cargo, but knows not what Countrymen they are, but they live in *Bordeaux*, and carry on their Business there, and are single Men; saith, he believes the said Cargo was shipped for or on the Account of *E. Bouwer*, Father and Son, Merchants, Natives of and resident at *Amsterdam*, as appears to this Examinant by his Charter-Party, to which he refers; but saith, he cannot take upon himself to swear that he believes that at the Time of the Lading thereof, and at the present Time, and also if the said Cargo shall be restored and unladen at the destined Ports, the same did, do and will belong to the same Persons, and to none others.

13. That he signed but one Bill of Lading, besides three Duplicates thereof, for his said Ship's Cargo; but saith, the same was not colourable, to his Knowledge, neither did he sign any other Bills of Lading of a different Tenor.

14. That there are not in *Great Britain* any Bills of Lading, Invoices, Letters or Instruments, relative to the Ship or Goods concerning which he is examined, to his Knowledge, except the *Mediterranean* Pass belonging to the said Ship, which is in Examinant's Custody, and which he hath now produced at the Time of this his Examination, and is ready to deliver up the same when required; but in the mean Time desires to have the Custody thereof, to preserve the same from Damage.

15. That there was a Charter-Party made for his said Ship's Voyage, which was sent from *Amsterdam* to Examinant at *Bordeaux*, which he delivered up to the said Captors, with his other Ship-Papers, at the Time of the Capture of his said Ship, and to which Charter-Party he refers for its Contents.

16. That when he sailed from *Bordeaux*, his last clearing Port, he had a *Dutch* Passport or Sea-Brief, his *Mediterranean* Pass, Register, Charter-Party, Bill of Lading, and some other Papers on board, but no Letters, except those delivered up by Examinant; all which Papers and Letters he delivered up to the said Captors; and saith there were none afterwards burnt, torn, thrown over board, destroyed or concealed, except a Parcel of old Papers and Letters which were of no Use, some whereof he threw over board before the said Capture, and some of them afterwards, but cannot tell the particular Time when; but says, he does not remember any Person was present at the Time when he did it.

17. He knows not whether the said Ship, about which he is examined, was ever before seized, or taken as Prize, or condemned as such.

18. He knows not whether he shall sustain any Loss or not by Means of the Capture of his Ship.

19. He knows of no Insurance made on the said Ship or her Cargo.

20. He cannot depose thereto, otherwise than he has before deposed in answer to the twelfth Interrogatory.

B

Johan Michel
Rosenfky, the
Clerk, examined
April 1, 1758.

1. HE was born at *Dantzick*, which has always been the fixed Place of his Residence, save that he has sometimes resided at *Bordeaux* in *France*, and sometimes has been abroad at Sea; that he is a Subject to the Magistracy or Government of *Dantzick*, but is no Burgher or Freeman of any Place.

2. He was on board the Ship or Vessel called the *Resolution*, touching which he is examined, when the same, with her Cargo on board, was taken and seized as aforementioned; that she had not any Commission of War.

3. That the said Ship or Vessel, called the *Resolution*, was seized by an *English* Privateer, called the *Defiance*, one *Condon* Commander, on the 11th Day of *April* Instant, in Latitude 49, or thereabouts; that the Reason of such Capture was, as this Examinant was informed by some of the People of the Privateer, because the said Ship *Resolution* had *French* Provisions on board; that since the Seizure of the said Ship and her Cargo on board have been brought into the Port of *Bristol*; that the said Ship sailed and was taken under *Dutch* Colours, and made no Resistance when taken.

4. That *Ryndert Evertz Johannes* was Master of the said Ship *Resolution* when taken as aforesaid; that he has known the said Capt. *Johannes* about two Months; that he knows not who appointed him Master of the said Ship or Vessel, or delivered the same to him, but believes he took Possession of her at *Amsterdam*, and is a Subject to the States of *Holland*, and is a married Man, and lives at *Amsterdam*, when not at Sea, with his Wife and Family.

That

[3]

5. That the said Ship, touching which he is examined, is of the Burthen of three hundred and fifty Tons, or thereabouts; that there were twenty-nine Officers and Mariners on board her when she was seized; that they were of sundry Countries, viz. *Dutch, Bremeners, Swedes, Danes, and Dantzickers*; that he has heard and believes they all came on board at *Amsterdam*, and were there hired by the said Captain *Johannes* (except this Examinant and one Seaman) but knows not when; that Mess. *Harmensen* and Son, Merchants, residing at *Bourdeaux*, hired this Examinant there as Writer and Interpreter to go in the said Ship from *Bourdeaux* to *St. Domingo*; and this Examinant went on board her in that Station in *Bourdeaux*, on or about the 20th Day of *March* last; and saith, the said other Seaman was hired by the said *Johannes*, and went on board at *Bourdeaux*.
6. He, this Examinant, had no Share or Interest in the said Ship (about which he is examined) or her Cargo, and believes neither the Master thereof, or any of his Officers, had any Share or Interest therein; that he, this Examinant, was Clerk or Writer, and Interpreter of the *French* Language on board the said Ship when taken; that he has known the said Ship for about two Months past, first saw her at *Bourdeaux*, but knows not where she was built.
- 7 & 8. That the said Ship *Resolution* has been called by that Name ever since he knew her, and knows of no other Name she has ever been called by; saith, he believes her Voyage began at *Amsterdam*; but he first saw her at *Bourdeaux* soon after her Arrival there, which was in the Month of *February* last; when she took in her present Cargo of Flour, Wine, Soap, Nails, Hoops, Earthen Ware, and sundry other Kinds of Merchandise (the Particulars whereof he cannot set forth) in the said Month of *February*, and in *March* last; with which Cargo she sailed from *Bourdeaux*, bound directly for *St. Domingo*, where the said Cargo was to be discharged; and there this Examinant apprehends and believes the said Ship was to take in another Lading; and saith, the said Voyage was to end at *Amsterdam*; and he, this Examinant, was hired by and agreed with the said *Harmensen*, and Son, for the said Voyage from *Bourdeaux* to *St. Domingo*, and thence to *Amsterdam*.
- 9 & 10. That the said Captain *Johannes* informed this Examinant, that one *Beckeringsh* of *Amsterdam* was Owner of the said Ship; but the Examinant knows nothing of him, or whether there was any Bill of Sale made to him of the said Ship.
- 11 & 12. That all the Cargo on board the said Ship *Resolution* was put on board at *Bourdeaux*, as before deposed; and that the said *Harmensen* and Son were the Shippers thereof, and shipped the same on the Account of one *Bouwer* and Son, of *Amsterdam*, as they informed the Examinant; but he knows nothing of them, or whether they were the real Owners thereof or not; and saith, he cannot swear that he believes that at the Time of the Lading of the said Cargo, and at the present Time, and also if the said Goods shall be restored and unladen at the destined Port, the same did, do, and will belong to the same Persons and none others; but saith, that when the said *Harmensen* and Son hired this Examinant, they informed him the said Ship was to go to *St. Domingo*, to discharge the Cargo there, and that the Captain *Johannes* should have private Instructions and Orders in what Manner to proceed there; and that they should produce and make use of the *Dutch* Papers on board for *Curacao*, if Occasion: And Examinant saith, he believes no other Persons belonging to the said Ship were made acquainted with the true Destination of her Voyage, but the said Captain *Johannes* and this Examinant.
13. He knows not how many Bills of Lading were signed by the said Captain *Johannes* for the said Ship's Cargo; but says, the *Dutch* Bills of Lading on board the said Ship, delivered up to the Captors, he believes were colourable, as well as several others of the said Ship's Papers.
14. He believes there are now on board the said Ship *Resolution*, sundry Papers and Letters in *French*, which were concealed by the said Captain *Johannes* in a Partition between two Boards under his Bed, in the State Room where he lies, relative to the said Ship and her Cargo; but saith, he knows of none others which are in *Great Britain*, save those delivered up to the said Captors by the said *Johannes*.
15. He does not know any Thing of the Charter-Party signed for the said Voyage.
16. He cannot set forth the Particulars of the Papers on board the said Ship, when she sailed from *Bourdeaux*; but saith, that a few Days before she sailed from thence this Examinant assisted the said Captain *Johannes* in hiding and concealing a Parcel of Papers and Letters under his Bed, as before deposed, and believes they are still concealed there, unless the said Master has found Means to take them away: Saith, he believes the other Ship's Papers on board her were delivered up to the Captors when the said Ship was taken as aforesaid.
17. He never heard the said Ship *Resolution* was ever before seized as Prize.
- 18 & 19. He hath sustained no Loss by the said Capture of the said Ship, and knows of no Insurance made on her, or her Cargo.
20. He cannot with any Kind of Certainty depose thereto.

C

Colourable Charter-Party, No. 6.

FREIGHTING concluded between *Gerret Beckering* of this Place, and Part-Owner and Husband of the Fly-Boat Ship called the *Resolutie*, as Letter to freight of the one Side, and Mess. *Everard Bouwer*, Father and Son, of this City, Merchants, as Freighters, of the other Side, concerning which Freighting it is agreed upon in the Manner following; that is to say,

The Gentleman Letter of the Ship the *Resolutie*, long from Stern to Stern 114 Feet, wide within the Hull 29 $\frac{1}{11}$ Feet, deep in the Hold 13 $\frac{6}{11}$ Feet, and between Decks 7 $\frac{1}{11}$ Feet, lying before this City of *Amsterdam*, to deliver with all possible Speed, tight, well caulked, in a good Condition, and in all Respects properly provided; and then cause the said Ship, ballasted at his Charge, with all Speed to sail from hence under the Command of *Ryndert Evertz Johannes*, to *Bourdeaux*; and being arrived there, the Gentlemen Freighters shall cause the said Ship there to be entirely laden for their Account and Risque, by their Correspondents Mess. *J. C. Harmensen* and Son, with all such Merchandizes as they shall think proper, as well between Decks as in the Hold, till the said Ship shall be full laden: Thus being laden, the said Captain shall with the said Ship and Lading with all Speed depart from thence, and sail directly to the Island of *Curacoa*, and there by Mr. *Jan Rudolph Jaesch*, Correspondent of the Gentlemen Freighters, to be unladen; and further by the said Gentleman Correspondent to be laden again with all such Merchandises, for Account and Risque of the Gentlemen Freighters, as he shall think proper, to the full and proper Lading. And the Captain shall further submit himself to the Orders of the said Correspondents, as well concerning the Unlading as the Lading, and shall be obliged with his own Boats to deliver the Lading on Shore, and to fetch again from the Shore. And thus being laden and dispatched, the Captain shall be obliged to depart from thence with the said Ship and Lading, and sail therewith directly to this City of *Amsterdam*, to be unladen here.

Of the Goods laden on board the said Ship at *Bourdeaux*, on the first Advice of the safe Arrival at *Curacoa*, and the faithful Delivery of the Lading to their Correspondent, the Freighters shall pay here to the Gentlemen Letter to freight the Sum of five thousand Guilders, *Dutch* current Money, and moreover ten *per Cent* for the Common-Primage, for the whole Lading of *Bourdeaux*, received and delivered at *Curacoa*: And if the Merchandises laden at *Curacoa*, after safe Arrival and faithful Delivery here, shall be paid by the Gentlemen Freighters, to the Gentleman Letter to freight, the Sum of fifteen thousand Guilders, *Dutch* current Money, besides ten *per Cent* for Common-Primage, for the whole Lading received at *Curacoa* and delivered out here.

The Captain shall be obliged to equip the Ship here with twenty-six or twenty-eight Men, and six or eight Pieces of Cannon.

For the Lading of the said Ship at *Bourdeaux* twenty-one successive lying Days are agreed upon, and for the Relading at the Island of *Curacoa* one hundred and twenty successive lying Days, and thus together one hundred and forty lying Days. And in case the said Ship for the Lading and Unlading, and for the Relading, as well at *Bourdeaux* as at *Curacoa*, should longer be detained than the afore-mentioned one hundred and forty successive Days, then the Gentlemen Freighters shall be obliged to pay here to the Gentlemen Letter to freight sixty Guilders for each Day that the said Ship longer might have been detained: For the accomplishing these Presents, the Gentleman Letter to freight, and the said Gentlemen Freighters do bind respectively; that is to say, the Gentleman Letter to freight, the Freight to be earned together with the said Ship and her Appurtenances, and the Gentlemen Freighters, the Merchandises to be laden, and generally on both Sides their Person and Chattels, according to the Law. Thus done and signed three double of both Sides, in *Amsterdam*, the fifth of *November*, in the Year One Thousand Seven Hundred and Fifty-Seven, is signed *Gerret Beckering*, *Ryndert Evertz Johannes*, *Everard Bouwer*, Father and Son.

D

Colourable Instructions, No. 4.

INSTRUCTIONS according to which Capt. *Ryndert Evertz Johannes*, commanding the Ship called *De Resolutie*, bound from thence directly to *Bourdeaux*, and from thence directly to *Curacoa*, and from thence again hither for *Amsterdam*.

ARTICLE I.

Captain *Ryndert Evertz Johannes* shall put to Sea with the first convenient Wind and Weather, and proceed on his Voyage to *Bourdeaux*, and having taken there the Cargo on board, directly prosecute his Voyage to the Island of *Curacoa*, without detaining himself any where, but by unavoidable Necessity, either to touch at any Ports of *Europe*, nor in the *West-Indies*.

II.

The Ship meeting at Sea with any Vessels, either with Men or War, or with Ships sailing with Commission, or others, with which our States are in Peace, and being hailed by them, the Captain must meet them with all Friendship, and not give them the least Reason to be used any otherwise but friendly, concerning which the Captain is hereby recommended to the utmost to observe his Duty.

III. In

III.

In case Captain *Ryndert Evertz Johannes*, should happen to die, the Chief-Mate *Pieter Hansz Babker* shall succeed in his Room as Captain of the Ship; and he also dying, the Second Mate *Paulus Neiring* must have the Command of the Ship. Every Officer shall be advanced in Rank, and in the Manner as the Captain shall think proper, according to every one's Capacity and Merit.

IV.

The Ship being arrived at *Curacoa*, the Captain shall immediately apply to the Correspondent of the Gentlemen Freighters, *Everard Bouwer*, Father and Son, and deliver out to him the Lading according to the Bills of Lading; after which he must take on board the Merchandises he has to lade in return for the Unlading and Lading at *Curacoa*, being here stipulated the Space of one hundred and twenty Days successively, and for the Days exceeding them, sixty Guilders for each Day: The Bills of Lading laden at *Curacoa* hither the Captain must sign there four double, and the Freight must be filled in the Sum of fifteen thousand *Dutch* current Money for the whole Lading in return to this Place, with Ten per Cent Common-Primage, according to our Agreement with the Gentlemen Freighters here. The Monies the Captain shall want at *Curacoa*, for the Use of the Ship, shall be paid him by the Correspondent of the Freighters, against a four double Receipt; and this Money received shall be accounted for between the Freighters, and be deducted from the earned Freight and Primage.

V.

The Ship being laden and ready at *Curacoa*, the Captain must, without Loss of Time, proceed on his Voyage directly hither. We do recommend the Captain further in every Thing to act as Time and Circumstances shall require with Attention.—*Amsterdam* the 15th of *December*, 1757, (is signed) *Gerret Beckeringh*.

By the KING.

TO our dear and well-beloved Cousin *Louis Jean Marie* of *Bourbon*, Duke of *Pen-
thievre*, Admiral of *France*: To the Vice-Admirals, Lieutenants-General of our Naval
Forces, Commodores, Captains, Commanders of our Ships, and those of our Subjects,
Captains of our Coasts, Governors of Maritime Towns and Places; Mayors, Consuls,
and Eschevins of the same; Governors and Intendants of our Colonies, Lieutenants of
the Admiralty, and to all others our Officers and Subjects whom it may concern,
greeting. Having permitted Captain *Ryndert Evertz Johannes*, Master of the Ship the
Resolution of *Amsterdam*, manned with thirty Men, of the Burthen of three hundred and
forty Tons, or thereabout, to go from the Port of *Amsterdam* to *Bordeaux*, within the
Space of twelve Months; to be accounted from the Day of the Date hereof, and from
thence to the Ports of *St. Marc*, *Port au Prince*, and *Leogane*, in our Island of *St. Domingo*,
with a Cargo of Provisions and Eatables, consisting of Wines, Beer, Flour, Butter;
and also of Soap, Oil, Candles, Wax-Tapers, Nails, Coppers, Hose, Bills, Cordage,
Linens, and other Merchandises proper for the Use of the Inhabitants, and to return
to *Amsterdam* aforesaid:

We will and command you to permit the said Ship to pass securely and freely in
going from the said Port of *Bordeaux* to the said Colony, as also in returning back to
Amsterdam, provided it be within the said Term of twelve Months, with his Cargo of
Merchandises, which he shall take in Return for the Produce of the Sale which he shall
have free Liberty to make there of his first Cargo, upon Condition that he shall pay in
France the Duties due to our Western Domain for the said Merchandises, upon the
Footing of the Receipt which shall be delivered to him for the Duties outwards, which
he shall be obliged to pay at the said Colony, as well as the Duties inwards upon his
first Cargo; and also upon Condition that the said Ship shall carry no other Mer-
chandises than those here above specified, nor carry any other Persons, but the Crew
thereof, except Passengers to whom we shall have granted particular Leave, the
Whole upon Penalty of Confiscation of the Ship and her Cargo; and further, upon
Condition of his giving, at the Time this present Passport shall be delivered to him,
good and sufficient Bail in our City of *Paris*, in the Sum of 15,000 *Livres*, as well for
Security of the Payment of the Duties here above-mentioned, as for the Performance of
the other Conditions of the said Passport, which shall serve but one Voyage only; for
which Purpose the said Captain shall be obliged to cause the same to be registered in the
Registry of the Admiralty of the said Colony, and the said Registering to be certified
upon this present Permission. For such is our Will and Pleasure. Given at *Versailles*
the 25th Day of the Month of *October*, One Thousand Seven Hundred and Fifty-seven.

L O U I S.

By the King,

Pierene De Moras.

C

The

The Duke de Pentbievre, Admiral of France, having seen the King's Passport here above and on the other Side written, directed to us; We do command all those over whom our Power extends, to execute the same according to the Form and Tenor thereof: And we order all the Officers of the Admiralty to cause the same to be registered in their Office. Done in Paris the 26th Day of the Month of October, 1757.

L. J. M. de Bourbon.

By his Serene Highness's Command,

De Grandbourg.

This Passport of the King, and Letters of his Serene Highness here above and on the other Side written, have been registered at the Request of Mr. Harmensen Son, upon his Petition of this Day, to have Recourse thereto in case of Need. At Bourdeaux, the 15th of March, 1758. Signed Navarre, Lascombes, Harmensen and Son, and the under-written Griffier Gruet.

F

Charter-Party,
No. 30.

MINUTED on a Stamp of Twelft-Stivers, H. de Wolff, Jun. Not. Pub. On this Day, the 5th of November, 1757, appeared before me Hermanus de Wolff, Junior, Notary Publick, admitted by the Court of Holland, residing in Amsterdam, and before the after-named Witnesses, Mr. Anthony Bouwer for his Partner, writing Everard Bouwer, Father and Son, Merchants of this City, as Freighters, of the one Side, and Captain Ryndert Evertz Johannes of Amsterdam, commanding the Fly-Boat Ship the *Resolutie*, long from Stern to Stern 114 Feet, wide within the Hold 29 Feet, deep in the Hold 13 and $\frac{6}{11}$ Feet, and between Decks 7 and $\frac{1}{11}$ Feet, lying before this City of Amsterdam, of the other Side: And they the Appearers declared with each other to have agreed concerning the Freightage of the said Ship in the following Manner; that is to say,

The Captain shall be obliged to deliver the said Ship with all possible Speed tight, well caulked, in a good Condition, and in all Respects well provided in a proper Manner, and to sail in the most speedy Manner from hence to Bourdeaux, ballasted at the Captain's own Cost, however taking on board the Goods which the Gentlemen Freighters might have to lade; and being there arrived, the Gentlemen Freighters shall cause the said Ship there to be entirely laden (or some Merchandise being laden here) with all such permitted Goods as they shall think proper between Decks as well as in the Hold, till the said Ship be full or properly laden. Thus being laden, the Captain shall with the said Ship and Lading with all possible Speed depart from thence, and sail directly to St. Marc, Port au Prince, and Leogane, at the Island of St. Domingo, there to be unladen, and further to be laden again with all such permitted Merchandises as the Correspondents of Freighters shall think proper, till full or properly laden; and the Captain shall be obliged to deliver the Lading on Shore with his own Boat and Equipage, and also to fetch the Lading from Shore, and further to submit himself to the Orders of the said Correspondents concerning the Unlading as well as the Lading; and thus being laden and dispatched, the Captain shall be obliged to part from thence with his Ship and Lading, and sail directly to this City of Amsterdam to be unladen here.

The Merchandises going from hence, and from Bourdeaux, shall be carried Freight-free. But for the returning Cargo shall, after safe Arrival and faithful Delivery here, be paid as follows:

For each Pound of Sugar, after Deduction of Fourteen per Cent for the Tare of the Casks, Eleven Duyts.

For each Pound of Cocoa Nuts, 2 Stivers and a-half - } Also after Deduction of the
For each Pound of Indigo and Cotton, 3 Stivers, and for } ordinary Tare of the Casks,
other Goods being laden in Proportion - - - - - } Bales, or Sacks.

And besides Fifteen per Cent for the Common-Primage, and six hundred Guilders once for the Hat-Money for the Captain.

The Captain shall be obliged to equip the Ship here with twenty-eight Hands, and six or eight Pieces of Cannon, and to clear the Ship here with the West-India Company to Curacao; and the Charges thereof concerning the said Company, shall be those of the Ship for the Account of the Ship, and those on the Lading for Account of the Freighters.

The Gentlemen Freighters engage themselves, before the Departure of the Ship, to furnish the Captain with a free Passport from the Court of France, that the Captain may freely unlade and lade at the Island of St. Domingo, or otherwise, within twenty successive following Days after his Arrival at Bourdeaux, on the Forfeiture of 8000 Guilders, Dutch current Money, in case they should fail in that.

For

G

Secret Instruc-
tion, No. 24.

For the Lading of the said Ship at *Bourdeaux* twenty-one successive lying Days are agreed upon, and for the Unlading and Relading at the Island of *St. Domingo* one hundred and twenty successive lying Days, and thus together one hundred and forty-one successive lying Days; and in Case the Ship from the Lading, Unlading, and Relading, as well at *Bourdeaux* as at *St. Domingo*, might be detained longer than the said one hundred and forty-one lying successive Days, then the Gentlemen Freighters shall be obliged to pay here to the Captain, for each Day the said Ship might be longer detained, 60 Guilders.

In case Cotton should be laden, the Captain shall be at Liberty to screw the same; the Captain shall be obliged, in case the Gentlemen Freighters should think it proper, to take on board one or two Passengers, which he shall be obliged to lodge in the Cabin, and to furnish them with Ship's Provisions and Drink without being any Thing paid for the same; but if they should desire any Thing extraordinary, that shall be for their Account.

It is further agreed upon, that in case, contrary to Expectation, it should happen that before the Ship from hence went to Sea, the Difference between *England* and *France* should be adjusted, or a Cessation of Arms should be concluded, the said Ship shall put a Stop to this intended Voyage; and that in that Case, by the Gentlemen Freighters shall be paid the Sum of 1500 Guilders *Dutch* Money once without more, to the Gentlemen Owners of the said Ship, to keep them harmless for the Charges they have been at.

Lastly, It is agreed upon concerning the Payment of the Freight-Monies, that it shall be paid in this Manner, that is to say, 10000 Guilders as soon as the first Lighter with Merchandises which shall be unladed out of the said Ship shall come before this City, and further to the Half of the whole Amount of the Freight-Money, six Weeks after the unlading of the whole Ship, and the other Half, or the Remainder, other six Weeks afterwards.—They, the Appearers for accomplishing these Presents, do respectively bind, that is to say, the first Appearer the Merchandises to be laden, and the Captain the Freight-Monies to be earned together with the said Ship and her Appurtenances; and on both Sides, their Persons and Chattels; and the Gentlemen first Appearer also the Chattels of his said Partner, all according to Law. Thus done in *Amsterdam*, in the Presence of *Jean Morin*, Jun. and *Jacobus Dalius*, as Witnesses.

Quod Attestor,

H. de Wolff, *Not. Pub.*

We the underwritten do hereby attest, that the lying Days of the Ship *De Resolutie*, commanded by Capt. *Reyndert Evertz Johannes*, have commenced here at *Bourdeaux*, the 20th of *February*; that he has had his intire Lading on board on the 11th of *March*; and that on the 22d ditto we have delivered to him his Documents to proceed on his Voyage, which we wish might be very happy. In *Bourdeaux* the 22d of *March*, Anno 1758.

[Is signed] *J. C. Harmensen* and Son.

Secret Instructions and Orders,

G

Secret Instruc-
tions, No. 24.

ACCORDING to which Capt. *Reyndert Evertz Johannes*, commanding the Fly-Boat called the *Resolutie*, bound with a Lading of sundry Goods for our Account and Risque from *Bourdeaux* to *St. Marc*, *Port au Prince*, and *Leogane*, in the Island of *St. Domingo*, and from thence with a Lading of Sugar directly for this Place.

ARTICLE I.

The Ship being arrived at *Bourdeaux*, the Captain must apply to Mess. *J. C. Harmensen* and Son, and deliver to them our Letter of Recommendation, by virtue of which these Gentlemen shall assist the Captain and the Ship in every Thing that is necessary.

II.

The Captain must at *Bourdeaux* receive of the said Gentlemen *Harmensen*, on board of his Ship, after it shall have been put in a proper Condition, all such Goods as they shall think proper to lade on board of her, till she shall be full and properly laden, and must thereof by the Captain be signed the following Bills of Lading:

From

From *Bourdeaux* directly to this Place.

From hence directly to *Curacao*.

From *Bourdeaux* directly to *St. Marc* and *Port au Prince* in the Island of *St. Domingo*.

III.

At *Bourdeaux* the Captain must take a proper Proof from Mess. *Harmensen* of the lying Days employed there, that he might shew that at *St. Marc* to our Correspondent.

IV.

In Case the Gentlemen *Harmensen* might think proper to send a Person along to *St. Domingo*, as Writer or Interpreter, the Captain shall be obliged to lodge him in the Cabin, and supply him with the Ship's Provision and Drink, without having any Thing for his Passage; but if he should desire something extraordinary, that shall be for Account of that Person. The Captain shall be obliged to put him on the Muster-Roll, and cause him to sign his Name thereon under the Names of the other Ship's Company. But besides this Person he shall not take any other on board, neither at *Bourdeaux* nor elsewhere; and also no other Merchandizes, but such as are named in the Passport of the King of *France*, which he shall receive at *Bourdeaux*, that being prohibited on Penalty of the Ship and Cargo.

V.

The Ship being laden at *Bourdeaux*, and ready to depart, the Captain shall, in Case the Wind be open for *Hyzant*, sail from *Bourdeaux* directly thither, and hold in Readiness his Bill of Lading for this Place, to shew the same to the *English* Men of War, Privateers or other Ships, in Case it be necessary; being come to near the Height of *Hyzant*, he must alter his Course, and at the same Time tear or throw over board the Bill of Lading for this Place, altering his Course directly to *St. Marc* on the Island of *St. Domingo*, and meeting with *English* Men of War, when it is required, declare himself to be bound to *Curacao* directly from here; as the Bill of Lading to that Place must be shewn to them, in Case they should desire it, as also our Letter to Mr. *Jan Rudolph Faesch* at *Curacao*. These Papers, and also those which the Captain has received here of the *West-India* Company for *Curacao*, he must also keep in Readiness so long till he arrives at *St. Domingo*, but not shew them but when they are demanded. All the Letters and Papers for *St. Domingo* he must carefully at *Bourdeaux* in a Tin-Box hide in a secret Place in the Ship, and not bring them forth but on his Arrival at *St. Domingo*, that even his Ship's Company might not know any Thing of it; if the Captain however should fall sick, and be in Danger of dying, which God forbid, then he must make it known to him who after his Death must command the Ship.

VI.

In Case the Wind, after the Departure from *Bourdeaux*, should not be fair for the Channel, then the Captain must chuse the nearest Way to get out of the Bay of *France*, and thus prosecute his Voyage to *St. Domingo*; but to keep the Bills of Lading for this Place so long till he be out of the Bay, when he must put them Bills of Lading out of the Way, and keep at Hand those to *Curacao*.

VII.

The Captain must not run into any other Port of *St. Domingo* than first at *St. Marc*, further failing to *Port au Prince*, or *Leogane*, in Case our Correspondents at *St. Domingo* think proper to let the Ship also fail to the Place last mentioned in the Passport of the King of *France*, and all other forbid.

VIII.

Being arrived at *St. Marc*, the Captain must apply there to Mr. *Bonfils*, and deliver to him the Letter or Letters which he has received for him, as also the Letter of Recommendation in which we desire Mr. *Bonfils* to assist the Captain in every Thing, and to furnish him with the Monies that for the Ship's Use might be required, as far as the Sum of 4000 Livres, *French* Money, on the Captain's four double Receipt.

IX.

The Captain must also, at his Arrival at *St. Marc*, shew the Passport of the King of *France* to the Governor-General, and to the Intendant, or to those who shall represent them. Mr. *Bonfils* shall inform the Captain in what proper Manner that may be done, as also judicially give Notice of the Arrival of the Ship to Mr. *Danie*, junior, dwelling in the Quarter of *Belle-Rue* in *Port au Prince*, on the Sugar-Plantation of Mr. *Pierre Baday*.

Baday. Mr. Bonfils at *St. Marc* shall inform the Captain of every Thing which at *St. Marc* is to be done.

X.

The Captain must immediately on his Arrival at *St. Marc* cause the Letters to Mr. *Beauchamp* at *Port au Prince* to be delivered to his Hands in the securest Manner by Land. Mr. *Bonfils* shall inform him in what Manner that must be done.

XI.

The Captain must at *St. Marc* deliver to Mr. *Bonfils* so much of the Lading taken on board at *Bourdeaux* as he shall desire to receive, and sail from thence with the Remainder to *Port au Prince*, to deliver it there to Mr. *Beauchamp*. Further, he shall at *St. Marc*, as well as at *Port au Prince*, observe the Orders of these Gentlemen concerning as well the unlading as the shipping again, either at *St. Marc*, *Port au Prince*, or at *Leogane*, and deliver the Merchandizes with his own Vessel and Ship's Crew at his Charge, and fetch the Lading in Return in the same Manner from Shore, or cause the Ship to be moved at the usual Lading-Places at *St. Marc*, *Port au Prince*, or *Leogane*, observing in every Thing the Orders of Mr. *Bonfils* at *St. Marc*, and of Mr. *Beauchamp* at *Port au Prince*; for which last Gentleman we have also delivered to the Captain a Letter of Credit, the same as that to Mr. *Bonfils*, which he must then likewise deliver to Mr. *Beauchamp*, to be assisted in every Thing with his Counsels and Deeds; and in Case one of the two or both these Gentlemen might be dead, then the Captain must make use of one or both the Letters of Recommendation, which we have given to the Captain along with him; that is to say,

To Mr. *Parageau Rousseau* and Company, at *Port au Prince*, in Case Mr. *Beauchamp* was dead.

To Mr. *Drovin Pompon* and Company, at *St. Marc*, if Mr. *Bonfils* should be deceased, at the same Time delivering them our other Letters to manage all the Matters in the Manner as Messrs. *Beauchamp* and *Bonfils* should have done.

XII.

The Captain must take Care at his Return to bring us an Account, and a proper Proof of the lying Days employed as well at *Bourdeaux* as at *St. Domingo*.

XIII.

The Passport of the King of *France*, which the Captain shall receive at *Bourdeaux*, must the Captain carefully keep with the other secret Papers, to deliver it to us again at his Return, which at *Bourdeaux* he must promise the same under his Signature.

XIV.

In Case any Mischance should happen in the going-out Voyage, which should retard the Arrival of the Ship at *St. Domingo* till after the Elapson of the twelve Months granted in the Passport of the King of *France*, then the Captain must show at *St. Domingo* the necessary Declarations and Protests of all the Misfortunes which unavoidably have occasioned Retardment, either that he is detained, or has met with other Obstacles. The Proofs must show that the Captain has not made a bad Use of the twelve Months that have been granted, with touching at other Ports without Necessity; but, in Case he cannot avoid it, he must make his Declaration before the Admiralty of the Place or Places where he touches, and mention the Reason in the same of his touching there; these Declarations must be confirmed by two or three of his chief Officers; he must do the same, in Case he should be detained or be brought up by any *English* Man of War or Privateer.

XV.

The Captain must also bring us back a proper Certificate from *St. Domingo* of the Officers of the Admiralty, seen by the Governor and Intendant, to prove on what Day he arrived at *St. Marc*.

XVI.

Of all the Merchandizes which at *St. Domingo* with the Bark or other Vessel shall be unladen or be laden, the Captain, or other Officer who shall command that Vessel, must sign a Bill of Lading or Manifest, in which must be inserted, that the Merchandizes are for Account and Risque of Messrs. *E. Bouwer*, Father and Son, of *Amsterdam*, Merchants.

XVII.

The Captain must also bring us back from *St. Domingo* a proper Certificate from the Officers of the *West-India* Dominions of *Port au Prince* and *St. Marc*, seen by the Commandant

or Commissary of Marine Matters, to prove that there are unladen the Goods that are shipped at *Bourdeaux*, the State of the Lading duly certified by the Officers of the *West-India* Dominions at *Port au Prince* and *St. Marc*, (or only by those of *Port au Prince* if the Ship receive her intire Lading there) of all the Merchandizes that shall have been laden in the Ship for this Place.

XVIII.

Of all the Merchandizes the Captain shall lade at *St. Domingo* for this Place, he must sign five Bills of Lading of the same Tenor; and therein must be inserted, that they go to the Consignation, and for Account and Risque of Messrs. *E. Bouwer*, Father and Son, of *Amsterdam*, Merchants, and the Freight to be paid here according to the Charter-Party signed between the Captain and us.

XIX.

In Case the Captain *Reyndert Evertz Jobannes* should die, all the foregoing must be observed by him who in his room shall command the Ship as Captain.

XX.

The Dispatches the Captain shall want from *St. Marc* must be put under those of *Port au Prince*.

XXI.

The Captain, before he departs from *St. Domingo* for this Place, must take a proper Proof of the Duties that must be paid going out from *St. Domingo*, and bring us back this Paper, as also an authentic Proof of the Day he shall have been dispatched there to depart to this Place.

XXII.

In Case the Captain should write any Letters from *St. Domingo*, either to his Owners or to us, it must be done by the Way of *Curacao*, *New England*, or directly to this Place, according as the Opportunities shall offer; in Case it be with *French* Ships, the Letters must be directed as follows:

If it be to *Dunkirk*, to Mr. *Charles Nottlebaert*.

To *Havre de Grace*, to Messrs. the Widow and *Daniel Feray*, and *Dangerard*.

To *Nantes*, to Messrs. *Strugkman*, Freres.

To *Rochelle*, to Mr. *Thesabarbon*, Fils.

To *Bourdeaux*, to Messrs. *J. C. Harmensen* and Fils.

To *Marseilles*, to Messrs. *Pierre Honore Boux* and Son, desiring to send them immediately to this Place.

The Captain must put in his Letters the Places, the Names of the Merchandizes, &c. not otherwise but in the following Manner:

To denominate	<i>St. Marc</i>	he must put the Letter	—	M
	<i>Port au Prince</i>	—	—	P
	<i>Leogane</i>	—	—	L
	<i>St. Louis</i>	—	—	S
	<i>Cape Francois</i>	—	—	F
	<i>Reyndert Evertz Jobannes</i>	—	—	R
	<i>Sugar</i>	—	—	Z
	<i>Indigo</i>	—	—	Y
	<i>Coffee</i>	—	—	C
	<i>Cotton</i>	—	—	W

Amsterdam, the 31st of December, 1757, (is signed) *E. Bouwer*, Father and Son.

H

No. 18.
Clearance at the
Custom-House
for Curacao.

No. 1482. Foreign.

LOUIS JEAN MARIE DE BOURBON, Duke of *Pentbievre*, *Chateau-Vilain*, and of *Rambouillet*, Admiral of *France*, Governor and Lieutenant-General for the King in his Province of *Britany*, To all those who shall see these present Letters, greeting. We make known, that we have permitted *Reyndert Evertz Jobannes*, Master of the Ship called *De Resolutie*, of *Amsterdam*, of the Burthen of three hundred and sixty Tons, or thereabout, to depart out of the Port and Harbour of *Bourdeaux*, where he now lies, to go to *Curacao*, laden with Wine and other Merchandizes, after this present Permission shall have been registered in the Registry of the Admiralty, and his Ship searched as is customary. In Witness whereof we have signed these Presents, and caused hereunto

to

K

David of
Corbett,
to April
1758.

to be affixed the Seal of our Arms; and to be counter-signed by the Secretary-General of the Marine.

L. J. M. de Bourbon.

Delivered at *Bordeaux*;
March 15, 1758.

By Command of his Serene Highness,

Romieu.

Being registered this same Day in the Registry of the Admiralty.

Of the Ship Resolutie.

From the Office of Exports of *Bordeaux*, *Acquit a Caution*.

IN Consequence of the King's Passport of the 25th of October, No. 29, Messrs. *Harmensen* and Fils have been permitted to cause to be shipped on board the Ship *Resolutie*, of *Amsterdam*, Capt. *Reyndert Evertz Jobannes*, going to *St. Domingo*, seventy-five Tons of Wine *de Ville*, twelve hundred Barrels of Flour, one hundred and twenty Quintals of iron Nails in seventy-eight Barrels, seven hundred Barrels of Pipe-Hoops, one hundred thousand ozier Twigs, eighteen Quintals of marbled Soap in thirty Cafes, two Quintals and fifty Pounds of Olive-Oil in twelve Bottle-Cafes, one Quintal fifty Pounds of Raisins *Anjubes* in one Cafe, three Quintals of broken Almonds in two Casks, fifty small Barrels of Olives and Anchovies in two Cafes, thirty Pounds of Manna in one Cafe, twenty Pounds of Garden-Seeds in one small Bale, eleven hundred Writing-Pens, four Pounds of *Spanish* Sealing-Wax, twenty-four Reams of Paper, forty-two Pound of Thread of *Rennes* in one small Bale, six Quintals of Earthen-Ware in three Cafes, thirty-four Pots of Liquors *de Ville* in seventeen Baskets, two Quintals and fifty Pounds of Linseed-Oil in eleven Bottles, one hundred and thirty Pounds of Wax-Candles and Tapers in nine Cafes, two thousand one hundred Ells of ordinary Linen of *Saintonge* in ten Bales, and the following Goods upon the Charge *entrepot*, to wit, seven Quintals sixty-five Pounds of Tallow-Candles in twenty-six Cafes, fourteen hundred Ells of Linen of *Saintonge* in six Bales, two thousand Ells of ditto Linen in eight Bales, eight hundred and eighty-eight Ells ditto in four Bales, nine hundred Ells of Linen of *Halle* in six Bales; for which Wines and Merchandizes there has been no Duty, either inward or outward, they having been destined for the Island of *St. Domingo*; but, in order to secure that the Whole shall be carried by the said Ship to the said Place of her Destination, the said Messrs. *Harmensen* and Fils have made their Submission in this Office, that they will, within the Space of one Year from this Day, deliver back this *Acquit a Caution*, with the Certificate at the Foot thereof of the Officers of the Western Domains, verified by the Commandant or Commissary of the Marine, certifying the Delivery that shall have been made there of the said Wines and Merchandizes for the Use and Consumption of the Inhabitants of the said Colony; the Account of the Cargo well and duly testified by the Clerk of the Western Domains, or the Merchandize that shall have been taken and shipped there on board the said Ship, in order that the Duties of the Western Domain for the said Merchandizes may be paid at *Bordeaux* in Conformity to the said Account; the Whole under the Penalties contained in the Letters Patent of the Month of April 1707, and the other posterior Regulations and Arrets. Done at *Bordeaux* the 15th of March 1758.

Nozier.

K JAMES CORBETT, one of the Lieutenants of the private Ship of War, called the *Defiance* of *Bristol* (*Richard Condon*, Master) maketh Oath, that he, this Deponent, was directed by the Owners of the said Privateer to go on board a Ship or Vessel, called the *Resolution*, *Reynard Evertz Jobannes*, Master, lately seized as Prize by the said *Defiance* Privateer, and brought to *Bristol*, and to search in the State-Room or Lodging-Cabbin of the said Ship *Resolution* for Papers relating to the said Ship and her Cargo, which were supposed to be concealed there: And this Deponent saith, that last Night, the 21st of this Instant April, this Deponent accordingly went on board the said Ship, and did search the said State-Room or Cabbin, and there under the said Captain *Jobannes*'s Bed, in the hollow Part of two Boards, closely fastened and cemented together, this Deponent found the several Papers and Writings hereunto annexed, marked from No. 1. to No. 62. inclusive, which he saith are all the Passes, Sea-Briefs, Charter-Parties, Bills of Lading, Cockets, Letters, and other Documents, Papers, and Writings found or seized by this Deponent on board the said Ship *Resolution*; and that the same Papers and Writings, found or seized by this Deponent on board the said Ship *Resolution*, are now in the same Plight and Condition they were in at the Time this Deponent seized the same, without any Fraud, Addition, Subduction, or Imbezzlement whatsoever.

A P P E N D I X

TO THE

Respondent's Printed CASE.